

IN THE CIRCUIT COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF MARION

1988 DEC -9 PM 4:35

THOMAS C. SELLIN,

Plaintiff,

vs.

CHARLES A. SIDES,

Defendant.

No. 88C-10765

SECOND AMENDED COMPLAINT
(Breach of Contract)

ENTERED

DOCKETED

NOTICE

AS A FIRST CLAIM FOR RELIEF Plaintiff alleges:

1.

Defendant is an individual with his residence in Marion County, Oregon.

2.

On or about July 1, 1987, Plaintiff sublet space in a building owned by Defendant in Marion County, Oregon.

3.

On or about March 3, 1988, Plaintiff and Defendant entered into a written agreement wherein Defendant agreed to provide Plaintiff more space in his building. A copy of the agreement is attached hereto as Exhibit 1.

4.

Plaintiff pursuant to the agreement advanced the sum of \$4960.00 to Defendant for the improvements. Plaintiff additionally paid \$300 directly to one of Defendant's contractors.

1 5.

2 Plaintiff has performed all of his obligations under the
3 contract.

4 6.

5 Despite the demands of Plaintiff Defendant has yet to
6 complete the work called for in the agreement of March 3, 1988.

7 7.

8 The agreement of March 3, 1988, was modified shortly after
9 it was entered into to permit Defendant not to make the payment
10 due in March but rather to pay Cherry City Electric instead with
11 Plaintiff not having to advance to Defendant the monies to pay
12 Cherry City Electric.

13 8.

14 Defendant has not paid Plaintiff any of the monies due under
15 the agreement of March 3, 1988.

16 AS A SECOND CLAIM FOR RELIEF, Plaintiff alleges:

17 9.

18 Realleges paragraphs 1 through 8.

19 10.

20 Prior to March 3, 1988, Plaintiff and Defendant had entered
21 into an oral agreement for the additional space and the
22 construction work.

23 11.

24 As part of the agreement concerning the construction process
25 Defendant was to finish all areas beyond the existing walls of

1 Plaintiff's existing space to minimize the disruption of
2 Plaintiff's business.

3 12.

4 The first thing Defendant did when beginning construction
5 was to demolish the wall between Plaintiff's existing space and
6 the space Defendant was going to improve for Plaintiff opening up
7 all of Plaintiff's business to the construction work in breach of
8 the agreement between Plaintiff and Defendant.

9 13.

10 Because Defendant has not completed the work Plaintiff must
11 operate his business in unfinished space.

12 14.

13 Plaintiff's business suffered damages due to the actions of
14 Defendant in the sum of \$ 7000.00.

15 WHEREFORE, Plaintiff prays for a judgment of this court in
16 the sum of:

17 A. \$ 925.00 plus interest thereon at the legal rate from
18 April 1, 1988;

19 B. \$ 925.00 plus interest thereon at the legal rate from
20 May 1, 1988;

21 C. \$ 925.00 plus interest thereon at the legal rate from
22 June 1, 1988;

23 D. \$ 925.00 plus interest thereon at the legal rate from
24 July 1, 1988;

1 E. \$ 1560.00 plus interest thereon at the rate of 18% per
2 annum from August 1, 1988;

3 F. \$ 7000.00 on his second claim for relief; and

4 G. his costs and disbursements incurred herein.

5 DATED this 8 day of December, 1988.

6 D. OLCOTT THOMPSON, P.C.

7 
8

9 D. OLCOTT THOMPSON

10 OSB No. 82409

11 Trial Attorney

Attorney for Plaintiff

12 sellin.13

AGREEMENT

TO LEASE ADDITION TO 1500 LIBERTY STREET SE SUITE 170

It is hereby agreed between both LESSEE(Thomas C. Sellin) and Lessor, (owner of the building, CHARLES A. SIDES), that the owner will develop additional space of 390 square feet (adjusted for common area) directly at the South end of Suite 170. The terms of the lease on this additional space shall be consistant with the terms of the existing lease for suite 170 except for the following:

Mr Sellin will advance payment for all improvements. Monthly rent will be set for the new portion of Suite 170 at the rate of \$300.00 per month for the additional space in Suite 170. Rent for the above mention additional space will be the responsibility of Thomas C. Sellin and will be paid directly to the building owner, Mr. Sides.

However, beginning March 1, 1988, Mr. Sellin may reduce payment on this adjusted rent by an amount not to exceed \$300.00 per month until Sellin has been fully reimbursed for his costs of improvements.

In addition, beginning March 1, 1988 Mr. Sides agrees to pay \$925.00 per month toward the unpaid balance to Mr. Sellin. If the balance of the cost of the improvements has not been reimbursed to Mr. Sellin by July 31, 1988, Mr. Sides will add interest to the ballance due at a rate of 1% per month on the unpaid ballance until ballance with interest are paid in full.

Rent on the additional space shall commence upon completion of construction.


Charles A. Sides

3/3/88
DATE


Thomas C. Sellin

3/7/88
DATE

EXHIBIT 1

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 IN AND FOR THE COUNTY OF MARION

3 THOMAS C. SELLIN,

4 Plaintiff,

5 vs.

6 CHARLES A. SIDES,

7 Defendant.

)
) Case No. 88C-10765
) (Judge Ertsgaard)

)
) STIPULATED JUDGMENT OF
) DISMISSAL
)

8 THIS MATTER having come before the Court upon stipulation of
9 the parties hereto, and the Court being fully advised on the
10 premises; Now, Therefore,

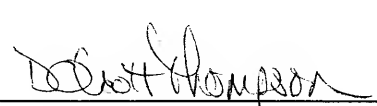
11 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that this matter
12 be, and hereby is, dismissed with prejudice and without costs to
13 any party.

14 DATED this 22 day of May, 1990.

15
16 
17 DUANE R. ERTSGAARD
CIRCUIT COURT JUDGE

18 IT IS SO STIPULATED:

19 D. OLCOTT THOMPSON, P.C.

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21 
22 D. OLCOTT THOMPSON
23 OSB No. 82409
Attorney for Plaintiff

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NOTICE OF APPEAL AND
REQUEST FOR TRIAL DE NOVO

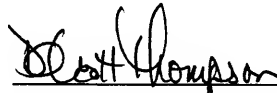
JURY TRIAL REQUESTED

FILED
MARION
APR 25 11 01 AM '89
STATE OF OREGON

Thomas C. Sellin appeals from the decision and award of the arbitrator in this matter and request a trial de novo before a jury. The required \$150.00 deposit accompanies this Notice of Appeal and Request for Trial De Novo.

DATED this 24 day of April, 1989.

D. OLCOTT THOMPSON, P.C.



D. OLCOTT THOMPSON
OSB No. 82409
Trial Attorney
Attorney for Plaintiff

SELLIN.21